

**ORDER 2022-47
IN RE SETTLEMENT AGREEMENT**

**WSI US, LLC d/b/a WYNNBET
22-WSI-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

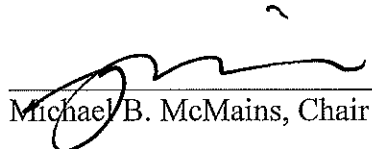
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:

WSI US, LLC d/b/a WYNNBET

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**SETTLEMENT
22-WSI-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and WSI US, LLC d/b/a WynnBET (“Wynn”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program.
2. 68 IAC 27-13-4(a) & (b) provide a sports wagering operator shall make all reasonable attempts to ensure that prohibited sports wagering participants do not receive direct marketing from the sports wagering operator. A sports wagering operator will satisfy this requirement if the sports wagering operator removes the prohibited sports wagering participant's name from the list of patrons to whom direct marketing materials are sent, and the prohibited sports wagering participant does not receive direct marketing materials more than forty-five (45) days after the sports wagering operator receives notice identifying the prohibited sports wagering participant.
3. On December 12, 2021, Wynn notified the Commission’s Sports Wagering Division that prohibited participants were e-mailed marketing promotions.
4. On November 18, 2021, a New Jersey patron contacted Wynn customer service and requested that his account be re-opened based on a \$50 bonus e-mail that he received. The patron’s account had been previously closed due to responsible gaming concerns. Wynn initially believed this was an isolated incident. Patrons that self-exclude with the Commission or Wynn are automatically removed from marketing lists since they are designated as excluded. This patron requested his account be closed. Closed or blocked accounts are not automatically removed from marketing lists but are removed through an internal manual process. As a result of this issue, Wynn performed an audit and determined that the process that removed self-excluded patrons from all marketing lists

was not functioning correctly. The results of this audit found that fourteen (14) direct e-mails went out to five (5) prohibited participants.

COUNT II

5. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
6. 68 IAC 27-2-11(b)(1) provides the sports wagering operators, sports wagering service providers, and registrant applicants are responsible for ensuring that all aspects of the sports wagering operation are conducted in accordance with IC 4-33, IC 4-35, IC 4-38, 68 IAC, directives of the commission, applicable internal controls of the sports wagering operator, and all other state, federal, and local laws.
7. On May 12, 2021, Wynn notified the Commission's Sports Wagering Division that a patron had made a distress call to Wynn during the early morning hours. As a result, the Commission reached out to Allen County Dispatch and Fort Wayne Police Department in Indiana to obtain a copy of the call records. The call records indicated that a patron contacted Wynn at 01:39 hours on May 12, 2021, with a distress call due to a gambling loss. Wynn did not reach out to local police authorities until 12:47 hours on May 12, 2021. Eleven (11) hours elapsed between the time the patron made the call to Wynn and Wynn's notification to local police authorities. Wynn failed to timely notify the local authorities of this distress call.

COUNT III

8. 68 IAC 27-2-16(d) provides, except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
9. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
10. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
11. On January 24, 2022, the Commission received a separation from service form from Wynn for a Fraud Analyst, showing a separation date of November 25, 2021. The Commission was not notified in a timely manner.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Wynn by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, and/or Wynn's approved internal control procedures. The Commission and Wynn hereby agree to a monetary settlement of the

alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Wynn.

Wynn shall pay to the Commission a total of \$6,500 (\$3,000 for Count I, \$3,000 for Count II and \$500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Wynn agrees to promptly remit payment in the amount of \$6,500 and waive all rights to further administrative or judicial review.

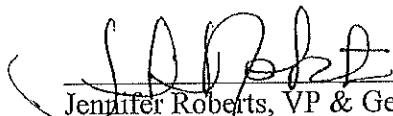
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Wynn.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Greg Small, Executive Director
Indiana Gaming Commission



Jennifer Roberts, VP & General Counsel
WSI US, LLC d/b/a WynnBET

Date

March 3, 2022

Date

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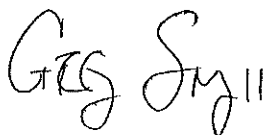
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Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

Jennifer Roberts, VP & General Counsel
WSI US, LLC d/b/a Wynn Sports

Date